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NOTES OF CASES.

Mechanic's Lien—Priorities Among Sub-Contractors—What Notice Is Required to Make Owner Personally Liable—Va. Code 1904, Secs. 2479 and 2484.—In the case of *Schrieber v. Citizens' Bank*, 99 Va. 257, it was decided that sub-contractors who complied with Section 2479 of the Code, prescribing how the owner may be made personally liable, are preferred over sub-contractors who have perfected their liens but who have not taken the necessary steps to render the owner personally liable. The court in its opinion made no mention of the provision of Sec. 2484, which provides that "there shall be no priority among them (those having mechanics lien), except that the lien of a sub-contractor shall be preferred to that of a general contractor." The court, however, may have taken the view that the provision just quoted refers only to those having liens on the property itself and not to those claiming a right to look to the owner personally.

Negotiable Instruments—Va. Code 1904, Sec. 2841a (1)—What Affects Negotiability.—In the case of *Thorpe v. Mindeman*, 101 N. W. (Wis.) 417, it was decided that a mortgage note for a specified sum and payable at a certain future date was negotiable, though it provided that on default in interest or failure to comply with any of the conditions of the mortgage, the whole amount of the principal sum should become due and payable at the option of the mortgagee. This case was decided under the Wisconsin Negotiable Instruments Law under a section thereof which is the same as Sec. 1 of the Virginia act. The Supreme Court of Montana, however, in the case of *Cornish v. Wolverton*, 81 Pac. 4, decided that a note providing that if not paid when due, both principal and interest shall bear an increased rate of interest, is not negotiable. In the same case it was decided that when a note payable to order is signed without endorsement, its negotiable character is destroyed.

Negotiable Instruments—Certificate of Deposit Negotiable—Va. Code 1904, Sec. 2841a (1).—An instrument issued by a bank certifying that A has a deposit of three hundred dollars in bank bearing interest at seven per cent. per annum, payable annually, due in two years from date, and "will be cashed only by being returned to the bank by the International Money Box Company of New York or their order," is a negotiable instrument. *Young v. American Bank*, 89 N. Y. Supp. 915. The provisions of the New York law are the same as those contained in Sec. 1 of the Uniform Negotiable Instruments Law found in Va. Code 1904, Sec. 2841a (1).

Negotiable Instruments—Effect of Authorizing Confession of Judgment Before Maturity—Va. Code 1904, Sec. 2841a (5).—The Virginia

Negotiable Instruments act provides that the negotiable character of an instrument is not affected by a provision which authorizes a confession of judgment if the instrument is not paid at maturity. Under the same provision in the Pennsylvania act it has been decided that the effect of an instrument authorizing the confession of judgment before maturity is to destroy its negotiability. *Milton National Bank v. Beaver*, 25 Pa. Superior Court, 494.

Limitation of Actions—Subscriptions.—The statute of limitations is held, in *Cook v. Carpenter* (Pa.) 1 L. R. A. (N. S.) 900, not to begin to run against an unpaid subscription until demand is made for payment, where, by the terms of the contract, it is not payable until called for.

Limitation of Actions—Removal of Bar.—A legacy reciting that it was in consideration of the legatee's care for the testator's invalid mother is held, in *McNeal v. Pierce* (Ohio) 1 L. R. A. (N. S.) 1117, not to be an acknowledgment of a legal obligation which would remove the bar of the statute of limitations.

Banks and Banking—Certificate of Deposit.—A holder of a demand certificate of deposit issued by a bank is held, in *Elliott v. Capital City State Bank* (Iowa) 1 L. R. A. (N. S.) 1130, to be under no obligation to demand payment within the period of the statute of limitations.

Mandamus—Salaries of Public Officers.—The right to mandamus to compel payment of a salary to a public officer alleged to have been removed from office is upheld in *State ex rel. Hamilton v. Grant* (Wyo.) 1 L. R. A. (N. S.) 588.

Fellow Servants.—A barnman of a street railway company, charged with the duty of substituting a perfect car for one which has become disabled, is held, in *Chicago Union T. Co. v. Sawusch* (Ill.) 1 L. R. A. (N. S.) 670, not to be a fellow servant of the conductors on the road.

Railway employees engaged in operating a steam shovel in a gravel pit are held, in *Jemming v. Great Northern R. Co.* (Minn.) 1 L. R. A. (N. S.) 696, not to be engaged in operating a railway, within the statute abrogating the fellow-servant rule.

The assignment of servants of the same master to separate departments of the same general enterprise is held, in *Atchison & E. Bridge Co. v. Miller* (Kan.) 1 L. R. A. (N. S.) 682, not to affect their relation as fellow servants, unless the departments are so far disconnected that each may be regarded as a separate undertaking.

Master and Servant—Duty to Inspect.—A railroad company which